

COLLECTIVE BARGAINING AGREEMENT

NEGOTIATED BY AND BETWEEN

ARENA FOOTBALL ONE, LLC

AND

ARENA FOOTBALL LEAGUE PLAYERS UNION

EFFECTIVE DATE

August 10
~~July~~ __, 2012

TERMINATION DATE

September 30, 2017

TABLE OF CONTENTS

ARTICLES

Article 1	Recognition
Article 2	Definitions
Article 3	Duration of Agreement
Article 4	Union Membership and Check-off
Article 5	Management Rights
Article 6	No-Strike, No-Lockout
Article 7	Player-Agents and Agent Certification
Article 8	Player Obligations
Article 9	Medical Examinations
Article 10	Compensation and Expenses
Article 11	Travel and Game Tickets
Article 12	Drug Testing
Article 13	Trades
Article 14	Injured Reserve and Inactive Reserve
Article 15	League Schedule and Other League Schedules
Article 16	Players Right to Terminate
Article 17	Standard Player Contract
Article 18	Roster
Article 19	Discipline Rules and Regulations
Article 20	Grievances and Arbitration
Article 21	Workers Compensation
Article 22	Competition Guidelines and Player Handbook
Article 23	Playing and Practice Facilities
Article 24	Post Season Awards
Article 25	Notices
Article 26	Miscellaneous
Article 27	Group Licensing

EXHIBITS

Exhibit 1 Standard Player Contract

Exhibit 2 Player Fine Schedule

Exhibit 3

Exhibit 4

Exhibit 5

Exhibit 6

Exhibit 7

COLLECTIVE BARGAINING AGREEMENT

PARTIES TO AGREEMENT

This Collective Bargaining Agreement ("CBA" or "Agreement") is between Arena Football One, LLC ("AF1" or "League") and the Arena Football League Players Union ("Union" or "AFLPU") and no other parties.

ARTICLE I RECOGNITION

Section 1.1. Recognition. AF1 recognizes the Arena Football League Players Union ("Union" or "AFLPU") as the exclusive bargaining representative of AF1 employee football players ("Players") in the bargaining unit certified by the National Labor Relations Board and described in the Certification of Representative dated June 27, 2011 ("Bargaining Unit"). The Bargaining Unit certified by the National Labor Relations Board, Region 17, in Case No. 17-RC-12702 is:

INCLUDED: All Arena Football One, LLC (AF1) football players employed by AF1 who are either (1) assigned to an AF1 Players Roster of Twenty-four (24) Players, (2) on the Suspended Players List, or (3) on the Injured Reserve Players List, Inactive List, Inactive Reserve List, Physically Unable to Perform List.

EXCLUDED: All Exempt List Players, Refuse-To-Report-Players List, coaches, team personnel, all other employees, office clerical employees, guards and supervisors as defined in the Act.

It is recognized by the Parties that AF1 is a single entity business organization.

The parties agree that the League shall not be required to provide financial information to the Union as a requirement of or during the term of this iCBA.

Section 1.2. Union Access. The Union has the right under this Agreement to conduct up to two (2) meetings per year with the Players from any Team, the location to be mutually agreed to by Union and the League provided that the Player Representative or the AFLPU has given the Team and the League six (6) days prior written notice of its desire to hold such a meeting by. The League shall not unreasonably withhold approval of a proposed meeting. In no event shall such meetings be held on game days, or during scheduled practice. The provision does not apply to nor is intended to restrict in any way any right of the Union to meet during non-working hours with the Players individually, by Team or in groups, off of practice, game, or other facilities (including transportation and lodging on Team travel) owned, leased, operated or utilized by the Team or League.

ARTICLE II DEFINITIONS

Section 2.1. Definitions.

- (i) "Arena Football League" and "AFL" means the football league started in 2010 by AF1.
- (ii) "Assigned List" means the Players assigned to a Team's roster that are eligible to be designated on the Active Roster for a game. The Assigned List shall not exceed twenty-four (24) Players and does not include Players on any of the following lists: Inactive Reserve, Injured Reserve, League Suspended, Team Suspension, Refuse to Report, Other League Exempt, Left Squad and Physically Unable to Perform
- (iii) "Rookie" or "Rookie Player" means a Player who is not a Veteran at the start of a season. A Player will not change from Rookie to Veteran status during the course of a season.
- (iv) "Team" means a team playing in the Arena Football League operated by the AF1 commencing in 2010 utilizing Players employed by the AF1.
- (v) "Veteran" or "Veteran Player" means a Player who has been employed by the AF1 in at least one previous season and during his career with AF1 has been on any Team's Assigned List, Inactive Reserve or Injured Reserve for more than nine (9) games total, provided that for 2014 and thereafter the nine (9) game requirement shall be reduced to four (4) games.
- (vi) Inactive List means the Players that are not listed on the Active Roster on Game Day.
- (vii) Inactive Reserve List means the Players that are not listed on the Active or Inactive roster
- (viii) Physically Unable to Perform List means the Players that are not able to participate or practice during pre season training camp. A player may only be placed on the Physically Unable to Perform (PUP) List during pre season training camp.

ARTICLE III DURATION OF AGREEMENT

Section 3.1. Term. Except as stated below in Section 3.2, this Agreement is effective at 12:01 A.M. on July____, 2012 and terminates at 12:00 P.M. on September 30, 2017 provided that if the last game of the 2017 season (including playoffs) occurs after September 30, 2017, then the Agreement shall terminate on midnight of the day upon which such last game ends. Except as

required by controlling law, no notice of termination from one party to the other is necessary to terminate this Agreement on the termination date above.

Section 3.2 Delayed Effectiveness. The provisions identified below in this Section 3.2 shall not be effective until 12:00 pm on September 30, 2012 or the day after the last game of the 2012 season ends (including playoffs), whichever is sooner:

Article VII	Player-Agents and Agent Certification
Article IX-	Medical Examinations
Article X-	Section 10.5 -- Housing
Article XI-	Section 11.3 -- Game Tickets
Article XIII-	Section 13.1 -- Player traded
Article XIV-	Injured Reserve & Inactive Reserve
Article XVI-	Players Right to Terminate
Article XVIII-	Rosters
Article XIX-	Discipline Rules and Regulations
Article XX-	Grievance and Arbitration
Article XXIII-	Playing and Practice Facilities

ARTICLE IV UNION SECURITY

Section 4.1. Union Membership Every player has the right to become a member of the Union.

Section 4.2. Check-Off. The League agrees that it will deduct money from the pay of those Players who voluntarily and properly execute and submit to the League, either directly or through the Union, a valid Limited Payroll Deduction Authorization for authorized Union Dues and Initiation Fees assessed by the Union as a condition of acquiring or retaining Union membership in the form attached hereto as Schedule _____ (provided that the Authorization remains in force and effect without regard to whether it was signed before or after the effective date of the CBA). The Union may make reasonable modifications to the form, but will notify AF1 at least 10 days in advance of modifications. The League will forward such deducted funds to the Union within a reasonable time (League will endeavor to forward the funds within three (3) business days). Players who resign from the Union can revoke the Authorization by providing to the League, directly or through the Union, a written revocation.

Section 4.3. Enforcement. This Check-Off provision is enforceable during the term of this CBA only, and terminates with the termination and/or modification of this Agreement.

Section 4.4 Indemnification. The Union shall indemnify and hold the League harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making deductions from the pay of any Player for transmittal to the Union in accordance with the provisions of this Article and the Limited Payroll Deduction Authorization.

ARTICLE V MANAGEMENT RIGHTS

Section 5.1. General Management Rights. AF1 retains the exclusive right to manage its business and direct its Players. All the rights, powers, functions and authority of the AF1 (collectively referred to as “Management Rights”) which AF1 had prior to the time any union became certified as exclusive collective bargaining representative of AF1 Players, and which are not specifically relinquished or modified by specific provisions of this Agreement, are retained by the AF1.

Section 5.2. Management Rights. Although not intended as a complete list, the Management Rights which the AF1 specifically retains as its exclusive Management Rights to be exercised (including modifications) by AF1 unilaterally and without any obligation to negotiate or bargain with the Union, except as expressly limited by another specific provision in this CBA, include the following:

- (a) to determine Team locations, relocation of Teams to other playing venues, cities, or states during the off season;
- (b) to determine the number of Teams in the AFL, including without limitation increasing or reducing the number of Teams during the off season;
- (c) to determine the means, methods, processes and schedules of Team practices, games and other team activities so long as it does not adversely affect Players and is consistent with the CBA;
- (d) to impose rules on Team operations so long as it does not adversely affect Players and is consistent with the CBA;
- (e) to establish and require Teams to comply with AF1 policies, rules and regulations; so long as it does not adversely affect Players and is consistent with the CBA;
- (f) to modify AF1 team operations, policies and procedures; so long as it does not adversely affect Players and is consistent with the CBA;
- (g) to determine the starting and ending dates of AFL football seasons, during the off season
- (h) to determine game dates, locations and times; so long as it does not adversely affect Players and is consistent with the CBA;
- (i) to determine Players assigned to each Team; so long as it does not violate the CBA;
- (j) To determine rules of the game; so long as it does not adversely affect Players, safety or violate the CBA;

- (k) to select the manufacturer, make, model and/or specifications of equipment and supplies used in games, including without limitation helmets, pads, uniforms, and footballs; so long as it does not adversely affect Players, safety or violate the CBA :
- (l) to decrease or increase the number of games in a regular season and playoffs, in accordance with the CBA, during the off season.

The League shall not be required to bargain with the Union, and the Union shall not be entitled to bargain with the League, over the effects of the exercise by the League of its Management Rights under Sections 5.2 (a), (b), (g), (h), (i), and (l) unless the exercise of Management Rights or the effects of the exercise by the League adversely impact Player safety or it violates the CBA, unless:

- (a) With regard to Section 5.2(a), the relocation occurs during an AFL season after the first game of such season.
- (b) With regard to Section 5.2(b), the reduction in number of Teams occurs during an AFL season after the first game of such season.
- (c) With regard to Section 5.2(g), the starting of the season (first regular season game) is changed to commence prior to March 1st and the ending date of the season (including playoffs and Arena Bowl) is changed to be after August 30th.
- (d) With regard to Section 5.2 (j), any change in the rules of the game has an adverse impact on Player Compensation during the Season or adverse impact on the safety of the players.

Nothing contained in this Section 5.2 shall be construed to create or diminish any right or obligation to bargain not existing under federal law, nor to expand any such right. Furthermore, the League shall be entitled to exercise the Management Rights in Section 5.6 without first bargaining with the Union over the decision.

Section 5.3. The exercise or non-exercise of any of the “Management Rights” stated above, and the consequences of such action or inaction, does/do not in any way establish a precedent or waive the exercise of the same or different Management Right in the future and is/are not subject to the grievance or arbitration provisions of this CBA, or of any current or past Standard Player Agreements between AF1 and any of its Players.

Section 5.4. So long as the exercise of any Management Right or the adverse effects of exercising any Management Rights does not violate the terms of this Agreement, AF1 and the Union agree that AF1 has no obligation during this Agreement to negotiate the decision, and neither the Union or any Player has the right to grieve or arbitrate, the exercise of any Management Right in this Article V or elsewhere in this Agreement, or the adverse effects of exercising any such Management Right, except as provided in Section 5.5 below for the

preservation (but not the creation or expansion) of the right, if any, to bargain the adverse effects of the exercise of certain Management Rights except as indentified and provided by the CBA.

Section 5.5. Except as set forth in Section 5.2 above or as limited or relinquished elsewhere in this Agreement, the Union retains any right that it might have under applicable federal law to bargain with the League concerning the adverse effects of any Management Rights exercised by the League pursuant to this Article. Furthermore, the League shall be entitled to exercise the Management Rights without first bargaining with the Union over the decision or adverse effects thereof.

The Union acknowledges and agrees, that if under federal law the Union has the right to bargain with the League over the adverse effects of the exercise by the League of its Management Rights and such right to bargain has not been relinquished or waived herein, that neither the Union nor any Player shall be entitled to invoke the Grievance and Arbitration provisions herein relating to the adverse effects or the bargaining thereof.

The League and the Union acknowledge that any bargaining over adverse effects shall be bargained with a minimum of 3 face to face or teleconference call bargaining sessions over a period not to exceed 14 days unless the parties agree to an extension or reach a resolution. Should the parties reach impasse arise after good faith, face to face bargaining or teleconference call sessions have concluded the Union will not engage in a work stoppage or Strike and the terms and conditions of Section 6.1 No Strike, shall apply to any impasse over adverse effects. The League and the Union shall bargain in good faith and meet at reasonable times and reasonable locations and shall make reasonable efforts to resolve the issue prior to declaring any impasse.

ARTICLE VI NO STRIKE, NO LOCKOUT

Section 6.1 No Strike The Union will not authorize, encourage, condone or engage in any strike, work stoppage or slowdown against the League or any Team during the term of this CBA. Nor will the Union authorize, encourage or condone any Player to decline to play or practice or fulfill his obligations under his SPC or this CBA, or to participate in any strike, work stoppage or slowdown individually or in concert or encourage any other Player to do so. The Union will not condone or support action by a Player that violates this Section 6.1. The Union shall exert reasonable efforts to encourage a Player to cease conduct or activities that are in violation of this Section. 6.1. A Player found to be in violation of this section may be subject to termination.

Section 6.2. No Lockout The League shall not engage in any lockout during the term of this CBA.

Section 6.3. Breaches By the League And Union Enforcement and damage actions for alleged breaches of Section 6.1. (No Strike) by the Union and of Section 6.2. (No Lockout) by AF1 may

be brought in any district court of the United States with jurisdiction over the Union and AF1, but not by any grievance or arbitration procedure in this CBA or the SPC.

ARTICLE VII PLAYER-AGENTS AND AGENT CERTIFICATION:

Section 7.1. A Player may always represent himself with regards to negotiating and signing an AF1 SPC. No one other than the Player or his AFLPU Certified Agent may represent a Player in negotiating or signing his AF1 SPC. A Player, if he so desires, may designate an agent to conduct to assist and/or represent him in negotiation of an AFL SPC, provided that, if the Union develops and implements an agent certification program, the agent is certified by the Union as authorized to act as a Player Agent for such purposes. Players negotiating to transfer out of AFL may designate an agent as permitted by the League they are transferring to.

Section 7.2. If the Union develops and implements an agent certification program, the Union shall provide the AFL with a comprehensive list of the certified Player Agents that Players have designated to act on their behalf for the purposes set forth in this Article VII and the Union shall provide the League with the official agent certification procedures. Changes to the official agent certification procedures shall be provided to the League within 48 hours of implementation by the Union.

Section 7.3. If, pursuant to Section 7.2, the Union notifies the AFL that a Player has designated a certified Player Agent(s) to act on his behalf for the purposes described in this Section, the AFL must negotiate the items specified herein to be included in the Player's SPC with the designated Player Agent.

Section 7.4. The Union's agent-certification program shall include a procedure for AFL to file complaints with the Union about conduct of certified Player Agents, so that the Union may investigate any complaint and provide a response to the AFL.

Section 7.5. The League shall provide the Union a copy of all executed SPC's within 48 hours of receipt by the League via facsimile, email or certified mail.

ARTICLE VIII PLAYER OBLIGATIONS

Section 8.1. A Player shall perform his duties, obligations and responsibilities required of and from him as an AFL Player and promoter of arena football, the League and its Teams as set forth in this CBA and the SPC.

Section 8.2 Media Appearances: A Player shall cooperate with reasonable requests of television, radio, newspaper, magazine and other news media representatives and agrees to cooperate with the League and the Team, separately and together, to be available for and participate in such news media photo sessions and interviews and other media appearances as may reasonably be required. The notice and scheduling restrictions of Section 8.3, below shall not apply to media appearances.

Section 8.3 Promotional Appearances: Upon request by his Team or the League, a Player shall be required to not more than two (2) unpaid promotional appearances on behalf of the League and/or his Team. The League or Team will provide a Player with at least five (5) days' advance notice of such appearances, including the times and duration of the appearances. Teams shall provide a meal to Players for at such appearances longer than one (1) hour in total length. Promotional appearances may include, but are not be limited to, youth organizational visits, award shows, public service or charitable or other community service events, projects and programs; skills shows, talks, speeches, autograph signings, clinics, or hospitality or promotional events involving or relating to the Player's Team or the League. A Team or the League may sell tickets to AFL games at promotional appearances. No promotional appearance shall be made on behalf of a commercial sponsor; nor shall such appearance require a Player to endorse or to give a testimonial for any product or service. No promotional appearances shall be scheduled during a Player's day off, including days off during Bye Weeks. No Player shall be required to make more than two (2) promotional appearances in a year.

Section 8.4 Commercial Appearances: A Player shall not be obligated to make appearances for the primary purpose of promoting Commercial Affiliates or a commercial enterprise other than the League or its Teams, but if he does so at the request of a Team, the League, through payroll, shall pay the Player an appearance fee of \$250 for each appearance the Player makes for a national Commercial Affiliate or commercial enterprise, and \$100 for each appearance the Player makes for a local Commercial Affiliate or commercial enterprise, unless the Player agrees to a different fee that shall not be more than \$50.00 per hour and not more than \$100.00 total. No Player may make more than \$1,000.00 per year from commercial appearances.

ARTICLE IX MEDICAL EXAMINATIONS

Section 9.1 Medical Examinations. (i) Any determination as to fitness to play arena football (including whether the Player is, in fact, unfit and/or disabled/unable to perform, and whether such condition is by reason of an injury sustained during the course of his employment as an AFL player) shall be made by doctors of the League or the Player's Team. If the Player wishes to contest the determination of the League/Team doctor, he must be examined by his own doctor within seven (7) days of that determination. Should the doctor for the Player disagree with the determination of the doctor for the League or his Team, a written report appropriately describing such disagreement and the findings of the Player's doctor shall be served upon the League and his Team within forty-eight (48) hours after the Player's doctor examines the Player. In the event the doctor for the Player and the doctor for the League/Team do not reach agreement as to the relevant medical issue(s) within seventy-two (72) hours thereafter, the relevant medical issue(s) shall be conclusively resolved by an Independent Physician selected by said doctors. In the event said doctors cannot agree on the doctor to be the Independent Physician, an appropriate qualified specialist shall be designated by the President of the state medical society in the state in which the Team is located.

(ii) Except as otherwise set forth in this Section 9.1(ii), if the Player fails to appear for a medical

examination scheduled by his Team or the League and of which he had clear notice, he may not assert that, prior to such scheduled exam, he was unfit to play arena football due to an injury sustained during his employment as an AFL player. In the event the Player has a demonstrable short-term medical or family emergency that prevents him from attending this examination, the Player must give the AFL prompt notice of such emergency, in which event the Player's examination will be delayed, provided that in no event may the Player's examination be delayed by more than one week.

(iii) If the Player has acknowledged participating in, or is held to have participated in, hazardous activities and/or athletic sports during a time period relevant to his injury, it shall be the Player's burden to prove that such prohibited activity did not cause or contribute to the disabling injury.

(iv) If the League's or the Player's Team's doctor recommends treatment for the Player for a football-related injury, the Player shall be entitled to request and receive a 2nd opinion at the Player's expense, as to the advisability of such treatment. Should the opinion of the Team Physician and the opinion of the Player's Physician disagree as to the appropriate course of treatment, the dispute shall be resolved by the Independent Physician to be paid for equally by the Player and the Team. The Player shall be in breach of this CBA if he fails to promptly to submit to treatment recommended hereunder by the League or Team doctor or, if applicable, the Independent Physician. If the opinion of the Player's Physician and/or the Independent Physician differ from the Team's Physician the Team shall be responsible for the expense of the office visit (but not any testing already provided by the Team and or the Team Physician unless inconclusive or not readable) the Player incurred in obtaining the 2nd opinion of their Physician and the opinion of the Independent Physician. The Player, his Physician and the Independent Physician shall be provided with the Players Medical Records and all medical test results within 48 hours of request by the Player, his Physician or the Independent Physician or the time permitted for the 2nd Option or Independent Opinion shall be extended by the amount of days that the records are delayed by the Team or the Team Physician. The Team and Player shall be bound by the medical determination of the Independent Physician and the Team shall be responsible for the treatment and all medically related expenses incurred by the Player for the course of treatment and resolution of the Football related injury.

(v) Independent Physician examinations, if any, are to be conducted as expeditiously as possible, with a written report to follow immediately. The parties recognize the need for expedition of this process and will cooperate to that end. The Independent Physician is authorized only to make medical determinations.

ARTICLE X

COMPENSATION AND EXPENSES

Section 10.1. Game Salary. For performances of a Player's services, the League will pay to a Player on the Assigned List of his assigned Team a per game salary as set forth below depending on the Player's status as a Veteran or Rookie and as Active or Inactive (less all applicable taxes and other amounts lawfully required or which the League may withhold). A Player who is on a Team's Assigned List at the end of the 2012 season but who does not qualify as a Veteran for the

2013 season, shall be entitled to pay at the Veteran rate for the 2013 season if he re-signs with that Team and he will be a Veteran thereafter irrespective of how many games he plays in 2013.

	<u>Active/ Veteran</u>	<u>Active/ Rookie</u>	<u>Inactive/ Veteran</u>
2013	\$830.00	\$775.00	\$600.00
2014	\$830.00	\$775.00	\$600.00
2015	\$875.00	\$820.00	\$625.00
2016	\$875.00	\$820.00	\$625.00
2017	\$925.00	\$870.00	\$650.00

Section 10.2. Rookie Contract Option/Bonus. The Standard Player Contract for a Player who is a Rookie shall have an option for the League to extend the contract for an additional one (1) year term if the Team to which the Player is assigned desires to retain the Player for the option year. The League shall have until the end of the Team's exclusive resigning period after the end of the first season of the contract to exercise such option. If the one (1) year option is exercised, and if the Player makes the Team following the Training Camp before the season during the option year, the Player shall be entitled to a \$500.00 Contract Bonus payable in equal installments with the game salary during the option year. If the Player is placed on reassignment or released by the Team at any time thereafter, Player shall still be entitled to the remaining installments of the Contract Bonus paid in full upon being reassigned or released. The Player shall not be entitled to any remainder of the Contract Bonus if he leaves voluntarily.

Section 10.3. Veteran Multiple Year Contract/Bonus. If a Veteran Player and the League mutually agree to a two (2) year contract term, then for each of the two (2) years, the Player shall be entitled a \$750.00 Contract Bonus payable in equal installments with the game salary during that year. If the Player is placed on Reassignment or released by the Team after making the Team following Training Camp, Player shall still be entitled to the remaining installments of the Contract Bonus paid in full upon being reassigned or released. The Player shall not be entitled to any remainder of the Roster Bonus if he leaves voluntarily.

If the Veteran Player and the League mutually agree to a three (3) year contract term, then for each of the three (3) years, the Player shall be entitled to a \$1,000.00 Contract Bonus payable in equal installments with the game salary during that year. If the Player is placed on Reassignment or released by the Team after making the Team following Training Camp, Player shall still be entitled to the remaining installments of the Contract Bonus paid in full upon being reassigned or released. The Player shall not be entitled to any remainder of the Roster Bonus if he leaves voluntarily.

A Team may not have more than five (5) Players signed to a SPC with a three (3) contract term at any one time (even if there is less than 3 years remaining on 1 or more of such contracts).

10.4. Training Camp. During Team training camps, all Players (Rookies and Veterans) shall be provided meals and housing by the Teams at no expense to the Players. Veteran Players shall be paid \$75.00 per week for Training Camp (pro-rated for any period less than a week), paid at the end of each week in Training Camp.

10.5. Housing. Teams, at their own option, may offer housing for the upcoming season, until January 15th of the upcoming season for Players on the Assigned List, Inactive Roster, Injured Reserve and Physically Unable to Perform List, in accordance with the Housing Guidelines set forth below. After January 15th of the upcoming season Teams, at their own option, may make housing available for Players on the Assigned List, Inactive Roster, Injured Reserve, and Physically Unable to Perform List based on availability. Players are not required to live in or rent Team-provided housing during the regular season and playoffs.

Except for Training Camp, neither the League nor the Teams are required to provide housing for the Players. At its option, a Team may elect to make housing available for Players [only for Players on Assigned List, Inactive Reserve, Physically Unable to Perform and/or Injured Reserve] during the Team's season in accordance with these guidelines. If a Team elects to make housing available, and a Player at his option elects to utilize such housing, the Team and Player shall abide by these guidelines:

- (i) A Player on the Assigned List shall pay to Team the amount of \$150.00 per week per bedroom. For example, the amount would be \$150.00 per week for a two (2) bedroom apartment shared with another Player (who shall pay the same amount) or \$300.00 per week for a two (2) bedroom apartment not shared with another Player. A Player on the Inactive Roster or the Inactive Reserve shall have his rental rates reduced by \$25.00 per week. A Player who is on Injured Reserve and is receiving a reduced game salary in accordance with applicable state workers compensation law shall have his rental rates reduced by \$50.00 per week. The Teams will prepare/provide and utilize a legal housing rental agreement which will be provided to the Union. Copies of all legal housing rental agreements executed by Players will be forwarded to the Union.
- (ii) The housing includes basic furniture and basic utilities (electric, gas and water), for the price set forth in paragraph 1, provided that if monthly utility charges exceed 20% of the average for similar units the Player shall first be provided a written warning notice of excess utility usage. Thereafter, the Player shall be responsible for subsequent monthly excess utility changes over 20% of the average for similar be responsible for the overage. The weekly payments shall be made by Player also in bye weeks. Players, at their option, may in the initial housing paperwork arrange to have the weekly rental payment payroll deduction increased to provide for the bye week rental payment.
- (iii) Player must pass applicable security and background checks required by Property Management.
- (iv) Player shall be liable for any damage to the housing unit and housing complex caused by Player beyond reasonable wear and tear. Player agrees that the expense of any damage caused by Player may be deducted from Player's final paycheck for that season. Players shall be provided a move-in checklist and a move-out checklist with an opportunity to promptly correct any deficiencies before their move-out date to avoid deduction from their final paycheck for such deficiencies.

- (v) The Player utilizing housing will execute appropriate paperwork to evidence the transaction, which paperwork will be furnished to the League by the Team. Any deliberate falsification in the paperwork or any scheme to avoid payment of the required rent shall be the basis for League discipline of the Team and/or the Player.
- (vi) Player shall execute appropriate paperwork to authorize the rent specified in paragraph (i) to be deducted from Players' paycheck and remitted to the Team.
- (vii) Within seven (7) days after the end of the season, or after a Player ceases to be on the Assigned List, Injured Reserve List or Inactive Reserve List of a Team, the Team and Player shall end the housing relationship and Player shall vacate the housing by 5pm local time on the 7th day. The Player shall make payment arrangements satisfactory to the Team for payment of rent for any such period. Teams may not enter a Player's Team housing unit OR remove a Player's possessions from Team housing without at least 24 (twenty-four) hours' notice even if the seven (7) day period described in this subsection has ended.
- (viii) The Team and a Player on Injured Reserve may continue the housing arrangement during the post season until the Player is removed from Injured Reserve.
- (ix) In addition to civil liability, a Player who fails to timely vacate housing shall be subject to League suspension.
- (x) A Player shall have no less than seven (7) days to vacate Team housing after receipt of a proper request from the League or Team to do so. A Player shall be responsible for payment of pro rated rent for the seven (7) days or for any other days of holdover if they have not already paid rent for those days and a Player shall be reimbursed for any days pro rated rent already paid or withheld by the League. The League shall reimburse any rent due the Player within 7 days of the Player completing the move-out checklist and vacating the premises. Players shall leave the housing unit in "like received" or "move in" condition as the player received the housing unit with allowance for reasonable wear and tear.

Section 10.7. Quarterback Start Bonus. In accordance with the CBA the starting quarterback for each game shall be entitled to a bonus for such game in the following amounts:

2013	\$250.00
2014	\$250.00
2015	\$300.00
2016	\$300.00
2017	\$350.00

Section 10.8. Remainder 2012 Season. Retroactive for the last four (4) games of each Team's 2012 regular season and for the 2012 playoffs (the "2012 Adjusted Period") the game salary shall be \$585.00 for Players on the Active Roster and \$300.00 for Players on the Taxi Squad; the Starting Quarterback Bonus shall be \$1,090.00, and there shall not be a Win Bonus.

Except as modified by this Section 10.8, all other terms and provisions of the 2012 Standard Player Contract shall remain the same for the remainder of the 2012 Season through the 2012 Arena Bowl and Players signed during the remainder of 2012 shall utilize the 2012 Standard Player Contract form. Player bonuses for playoffs, including Arena Bowl, will be paid according to existing Arena Bowl License Agreement. Retroactive payments shall be made within 10 business days of the execution of the CBA. Should the League not be able to locate a Player due retroactive pay or compensation the League shall provide the Union with the list of Players due retroactive pay or compensation and the Union will work with the League to locate the Players.

Section 10.9. *Per Diem Allowance:* Player *Per Diem* while on an AFL road trip shall be paid at the rates set forth below. When a Team is on the road for less than a full day, the Team shall pay each Player a partial *Per Diem*, based upon the time of departure from the Team's home city:

(i) Departure from home city after 9:00 a.m., and the Club does not hold a practice, required meeting or any other event requiring a Player's attendance between 7:00 a.m. and 9:00 a.m., lasting more than thirty (30) minutes - no breakfast expense;

(ii) Departure from home city after 1:00 p.m., and the Club does not hold a practice, required meeting or any other event requiring a Player's attendance between 11:30 a.m. and 1:00 p.m., lasting more than thirty (30) minutes - no lunch expense;

(iii) Departure from home city after 7:00 p.m., and the Club does not hold a practice, required meeting or any other event requiring a Player's attendance between 5:30 p.m. and 7:00 p.m., lasting more than fifteen (15) minutes - no dinner expense.

(iv) If a road trip is 3 days or less, the total trip *Per Diem* shall be paid in a lump sum at the time of departure. If longer than 3 days, *Per Diem* shall be paid in two (2) equal payments.

(v) A Team may arrange for prepared meals for all or part of the *Per Diem* if it chooses. The availability of airline meal shall not reduce the *Per Diem* allowance.

(vi) ***Per Diem***

2013 *Per Diem*: \$41.00 (\$7.00 for breakfast; \$14.00 for lunch; \$20.00 for dinner)

Per Diem rates for subsequent contract years will be adjusted upwards or downwards based upon the increase Consumer Price Index-U as of August 31 of each year of this Agreement.

Section 10.11. Direct Deposit: Players may elect to have paychecks directly deposited into a checking account. There will be a monthly window for election (or termination) of direct deposit.

ARTICLE XI TRAVEL AND GAME TICKETS

Section 11.1 Mode of Transportation: Team travel greater than Seven Hundred Fifty (750) miles one way shall be by air on regular commercial carriers, when reasonably practical. Whether a trip exceeds 750 miles is to be measured by the distance between the airports of the two cities involved with a thirty (30) mile variance allowable.

Section 11.2 Hotel Accommodations: On domestic overnight travel to AFL regular and post-season games, Players shall be lodged in a Hotel with a minimum 3-star rating by www.Hotels.com, or other similar rating site, with no more than two (2) players per standard hotel room. For other travel, Players may be lodged in other than standard hotels (e.g., apartments) provided there are no more than two (2) Players per bedroom and the Team and/or League, as applicable, has made a good-faith effort to secure accommodations comparable in comfort to the hotels utilized during the AFL regular season.

Section 11.3 Game Tickets: For each regular season AFL game, the home Team shall make Four (4) complimentary game tickets available to home Team players and 50 tickets to the visiting Team. The AFLPU may request 4 tickets to AFL regular season home games from any one Team, which will be provided if available.

ARTICLE XII DRUG TESTING

Section 12.1 Drug Testing. Drug testing may be done in accordance with the laws of the State of a Players assigned Team as set forth in the SPC.

ARTICLE XIII TRADES

Section 13.1. If a Player is traded to another Team, the Team to which the Player is traded is responsible for providing the Player transportation to the location of that Team. If Player elects to drive his own vehicle, then the Player will be reimbursed meals, lodging and mileage at the mileage rate approved by the Internal Revenue Service within 5 days of submission of receipts or expense verification. A Teams obligation for travel expenses under this section will be limited to a maximum of \$500.00.

If the Player fails to report to the receiving Team, pass an entrance physical, and make himself available for practice and play, the trade shall be revoked and the trading Team shall reimburse the receiving Team for any transportation costs, and the Player shall be subject to League Suspension; however, the Player will not be suspended if the trade was revoked because the Player took but failed the entrance physical at which point the trading Team shall provide the Player return transportation costs according to Section 13.1, the trade shall be voided and player shall be placed on the IR.

Section 13.2 The Player may delay the start and/or suspend the terms of his SPC by giving one week's written notice to the AFL Director of Football Operations if the Player signs a contract to play for a team in the NFL or CFL. . Once the Player is no longer under contract with an NFL or CFL, his SPC is no longer suspended and it will re-commence on the date he reports to his assigned Team and passes an AFL Entrance Physical Exam.

Section 13.3 If the Player is invited to participate in an NFL or CFL preseason training camp before or after the start of his SPC, he may suspend his SPC by giving written notice to the AFL Director of Football Operations. The Player's SPC will be tolled during this period.

Section 13.4 If the Player delays the start and/or suspends the term of his SPC after week 1 of AFL season, all rights and obligations of the Player and the League under his SPC become void upon written notification of the suspension to the AFL Director of Football Operations. The Player's SPC will be tolled during this period and will re-commence on the date he reports to his assigned Team and passes an AFL Entrance Physical Exam.

Section 13.5 Notwithstanding anything in this Article, a Player may not suspend or toll his SPC to participate in a pre-season camp of the CFL or sign a contract with the CFL after June 18 of the AFL season. If a Player violates this provision, then the Player may be suspended for the rest of that AFL season and for all of the next AFL Season.

Section 13.6 Any transfer, assignment or sale of AFL's rights to the Player's services, whether before or after termination of the Player's SPC, shall be made only in accordance with all applicable rules and regulations of the NFL or CFL or other league, as the case may be, provided such rules and regulations do not conflict with the this CBA or state or federal law; provided further, however, that upon termination of a Player's SPC, he shall be free to sign a contract with any professional football team or league without the AFL or any Team requiring the team he signs with to pay training compensation, a transfer fee, or any compensation, penalty, restriction, or equalization obligation of any kind to the AFL or any Team.

Section. 13.7 The AFL may not transfer the rights to a Player to another league without the Player's consent. A Player shall be entitled to receive from AFL no less than fifty percent (50%) of any consideration received by AFL for the transfer of the Player's services to a team or league outside of AFL.

ARTICLE XIV

INJURED RESERVE AND INACTIVE RESERVE

Section 14.1. Injured Reserve. Players placed on Injured Reserve cannot be reactivated until the next season, except that each Team shall be entitled to reactivate one (1) Player from Injured Reserve each season not prior to week 9 of the regular Season. The League may increase the numbers of Players that may be reactivated from Injured Reserve at its discretion with notification to the Union of the change not less than 1 week prior to the increase taking affect during the term of the CBA, but the number of Player that can be reactivated each season cannot go below one (1).

Players who are on Injured Reserve may be placed on re-assignment prior to the end of the season as long as the Player can pass an exit physical by a licensed medical physician. A Player who is placed on re-assignment from Injured Reserve is subject to the normal claim procedures, and may sign with any Team (including the Team that placed him on re-assignment) if not claimed.

14.2. Inactive Reserve. If a Team is unable to field 20 Players for practices and/or games due to injuries or illness to a number of Players on the Assigned List of a nature that would not justify placing those Players on the Injured Reserve list, a Team may place a Player on the Inactive Reserve List to allow an additional Player to be assigned to the Assigned List.

Teams may not have more than two (2) Players on the Inactive Reserve list at any one time. The League may increase the number above two (2) Players that may be on the Inactive Reserve at its discretion with notification to the Union not less than 1 week prior to the increase taking affect during term of the CBA.

Players on the Inactive Reserve list shall be paid a game salary equal to the game salary for a Player on the Inactive Roster.

ARTICLE XV LEAGUE SCHEDULE AND OTHER LEAGUE SCHEDULES

Section 15.1. Pre-Season Training Camp Absent authorization by the League and Union, no Team may commence pre-season training camp more than 18 days prior to each Team's first game of the AFL regular season (the "Pre-Season Training Camp Start Date"). In no event shall Pre-Season Training Camp be longer than 18 days. Training camp shall conclude with the final roster cuts in section 18.3.

Section 15.2. Number of Games. The League shall have the right to unilaterally increase or decrease the number of regular season and playoff games, provided that unless the League and Union agree otherwise, each Team shall not play more than eighteen regular season games (18) and not more than four (4) playoff games. The AFL will not schedule Players for two (2) games in any five-day (5) period unless scheduling or playoff date conflicts make such separation impractical. No Team shall hold more than a combined total of two (2) pre-season games or inter-squad scrimmages in any one season. During a pre-season scrimmage no more than 75 offensive plays per team shall be run for a total of 150 plays per pre-season scrimmage. Pre-season games shall not be longer than regular season games and will utilize the same overtime procedure as used for 2012 regular season games.

Section 15.3. AF1 Discretion Except as provided herein, AF1 has the right in its sole discretion to schedule games in the AF1 season and playoffs, and to require AF1 Players to play in scheduled games, whether domestic or international.

ARTICLE XVI PLAYER'S RIGHT TO TERMINATE

Section 16.1 Default: A Player may terminate his SPC upon ten (10) business days' written notice to the AFL and Union if: (i) the AFL defaults in its obligation to pay his salary set forth in accordance with this Agreement and his SPC or fails to perform any other material obligation under this Agreement or his SPC and (ii) the AFL fails to remedy such default within five (5) business days or give notice of intent to arbitrate within seven (7) business days of receiving notice of default from the Player. If the AFL disputes a Player's assertion that it is in default of its obligations under the Agreement or the Player's SPC or that it has otherwise failed to perform any material obligation thereunder, and it is subsequently determined under the Grievance Procedures in Article 20 of this Agreement that a default or terminate the Player's SPC has occurred, the AFL shall have five (5) business days from the date of such finding to remedy a default. While a grievance concerning the existence of a default is pending, the Player's SPC shall remain in effect unless terminated by League.

ARTICLE XVII STANDARD PLAYER CONTRACT

Section 17.1. Standard Player Contract. All Players must execute and comply with the terms of the Standard Player Contract ("SPC") signed by and submitted to them by AF1. Signed copies shall be provided to the Union. AF1 will provide each Player or his Agent with a signed copy of his SPC.

Section 17.2. Status of Prior and New SPC's All SPCs and/or other agreements entered into by AF1 and any Player prior to the effective date of this CBA shall be required to comply with the terms of Section 10.8 of this CBA. All SPCs entered into after the effective date of this Agreement during the remainder of the 2012 season shall also be subject to the terms of Section 10.8 this Agreement. Commencing with the 2013 season a revised form SPC that is modified according to the terms of the CBA by the League and Union shall be utilized.

Section 17.3. Effect of Termination of SPC SPCs are not guaranteed and may be terminated by the League at any time, provided that termination will not deprive the Player of any bonus to which he would otherwise be entitled under the terms of Sections 10.2 or 10.3.

ARTICLE XVIII ROSTERS

Sections 18.1. Roster Size. Each Team's Assigned List may not exceed twenty-four (24). For each game, the Team will have an Active Roster of not more and not less than twenty (20) Players. Players on a Team's Assigned List that are not on the Active Roster for a game will be on the Inactive Roster for that game.

Section 18.2 Preseason Roster Size: Teams shall have not more than 35 players on the Pre-Season Roster.

Section 18.3 Preseason Cuts: Each Team shall have not more than 28 players as of 3:00 pm local time fourteen (14) days before the first game of the Team's Regular Season. Teams shall make final Roster cuts to not more than 24 Players by 3:00 pm seven (7) days before the first game of the Team's Regular Season. Training Camp shall not exceed eighteen (18) days in length and shall end on the date when final roster cuts are made as provided in this Section.

Section 18.4 Preseason Training Camp: The first day of preseason training camp shall be limited to physical exams, meetings, and classroom instruction; no on-field activities other than light running and conditioning shall be permitted. No contact shall be permitted and no pads shall be worn during days two (2) through three (3) of Preseason Training Camp. Thereafter, two-a-day practices shall be permitted, subject to the following rules; (i) players may be on the field for no more than five hours per day; (ii) players may participate in no more than one padded practice per day, which shall be no longer than three hours of on-field activities; (iii) there must be at least a two-hour break after practice; and (iv) the second practice on the same day may be for a maximum of the remaining available on-field time but shall be limited to "walk-through" instruction (i.e., no helmets, full speed pre-snap, and walking pace after the snap). At some point during days 6-14 of Training Camp, Players will be given one (1) day off from practice provided that the Players may be required to attend Team meetings between 7:00 a.m. to 11:59 a.m. on such day. The Team, in its discretion, will select the date of the day off. The three-hour limit on padded practices begins once position coaches begin coaching players on the field. The definition of a "padded practice" under this Article is the same definition as that used for regular season practices in Section Article 18, Section 18.5 of this Agreement. If a Team begins a padded practice which is then cancelled within one hour for reasons beyond the Team's control, that practice shall not count as a padded practice under this Article or Article 18 Section 18.5.

- (A) Notwithstanding the foregoing or anything in Article 18, it shall not be a violation of any provision of the Agreement regarding prohibitions or limitations on wearing helmets or shoulder pads, nor shall it constitute a "padded practice" if: (i) quarterbacks, kickers, punters and/or long-snappers only wear helmets and/or shoulder pads during practice at the player's option; (ii) a player who, because of a head injury, is directed by the Team physician to wear a helmet as a precautionary measure at all practices; or (iii) the quarterback and/or defensive player who receives signals from the coaching staff via helmet communications, if any, wear helmets during the period in which helmets are used for such communication.

Section 18.5 Padded Practice: For the purpose of Article 18, a "padded practice" shall be defined as a practice in which players are required to wear helmets, shoulder pads, pants, and hip and leg pads, in addition to any other equipment required by the Team, subject to the exceptions set forth in Article 18, Section 18.4 (A).

Section 18.6 Regular and Post Season Practice: There shall be no more than two "padded practices" during the same week during the regular or Post Season. The Team may choose the days of the week on which practices shall be held.

Section 18.7 Bye Weeks: Player shall be given regular season bye weeks off, and will report back by 7:00 pm local time on the Sunday immediately after the Bye Week or later if authorized by the League or Team (but in any event no later than 5 days prior to the next game). Any

injured player may be required to undergo medical or rehabilitation treatment during the bye week provided that such treatment is deemed reasonably necessary by the Team Physician. An injured player's request for leave during the bye week shall not be unreasonably denied.

Section 18.8 Preseason Games or Scrimmages: Each Team shall not hold more than one (1) unpaid Preseason game from the start of Training Camp through the first regular season game.

ARTICLE XIX DISCIPLINE; RULES AND REGULATIONS

Section 19.1 Discipline for Just Cause

(i) Discipline: Either the League or a Team may impose discipline upon a Player, for just cause, in accordance with the League Penalty Schedule attached as Exhibit _____. Fines of \$100 or more and suspensions shall be subject to the Grievance and Arbitration provisions of Article 20 hereof. Fines of less than \$100 shall not be subject to the Grievance and Arbitration provisions of Article 20 hereof, but shall be subject only to the Appeal of Fines Procedure set forth on Exhibit "_____" attached. [Existing 2012 Procedures]

(ii) Non-Duplicative: While both the Team and the League may have authority to penalize a Player for misconduct, in the event that both the Team and the League impose discipline for the same conduct, only League imposed discipline shall be effective.

Section 19.2 Right to Representation: A Player has a right to have a Union Representative present during an investigatory interview if the Player reasonably believes that the interview could result in disciplinary action being taken against him. League will provide the Union with advance written notice via email with return receipt or United States Postal Service certified mail of any such investigatory interview.

ARTICLE XX GRIEVANCES AND ARBITRATION

Section 20.1. Definitions. A "Grievance" is any dispute arising under this CBA not otherwise excluded from the Grievance procedure, arising after the effective date of this CBA and during this term only and involving interpretation or application of, or compliance with, this Agreement between the Union and AFL or between a Player and AFL. Such Grievance will be resolved exclusively in accordance with the procedure set forth in this Article, except where otherwise provided in this Agreement.

Section 20.2. Initiation: A Grievance may be initiated only by the AFL, a Player, or Union. A Grievance must be initiated within thirty (30) days from the date of the occurrence or non-occurrence of the event upon which the Grievance is based, or within thirty (30) days from the date on which the facts of the matter became known or reasonably should have been known to the initiating party, whichever is later.

Section 20.3. Filing: The AFL, a Player, or Union may initiate a Grievance by providing notice by email with return receipt or certified mail effective when delivered, refused, or unclaimed, or verified hand delivery to the other Party(s). The notice shall set forth the specifics of the alleged action or inaction giving rise to the Grievance and reference the provision of this Agreement or SPC allegedly breached, and briefly explain the basis for the challenge, although a Party shall not be precluded from later asserting, and the Arbitrator shall not be precluded from finding, that a different provision in the Agreement or SPC was breached, or that an award should issue for a reason not asserted earlier. The Party served with a Grievance will Answer by certified mail (effective when delivered, refused, or unclaimed), or by verified hand delivery within ten (10) days of receipt. The Answer will admit or deny the facts alleged. If the Answer denies the Grievance, the specific grounds for denial will be set forth. The initiating and answering parties have the burden of proving that the required notice of the Grievance, or the Answer, was actually provided to the other party.

If the Grievance is not resolved by the Answer, the Union or AFL may, within ten (10) calendar days thereafter, elect to arbitrate the Grievance, by delivering a written notice of its intent to arbitrate by certified mail (effective when delivered, refused, or unclaimed), or by verified hand delivery with the other Party. At any arbitration hearing, either Party may, in good faith, raise arguments and facts not previously presented in the grievance or answer.

Section 20.4. Selection of Arbitrator: The League and Union shall attempt to mutually agree on an Arbitrator, to be appointed jointly by the Parties on a case by case basis. If the Parties are unable to mutually agree on an Arbitrator for a matter, then the Arbitrator will be selected from a standing Panel comprised of three (3) Arbitrators. The Panel of Arbitrators will initially be selected by mutual agreement between the League and Union. If one or more of the three (3) positions in the Panel is not filled by mutual agreement by October 1, 2013, then the League and Union will jointly request from the Federal Mediation and Conciliation Service a separate panel of seven (7) arbitrators for each unfilled position from which by alternate striking of names, the parties will accept the remaining arbitrator for the Panel. For the first and third unfilled position, the Union will make the first strike. For the second unfilled position, the League will make the first strike. Matters will be assigned to the arbitrators on the Panel on a rotating basis, with the first matters being assigned in alphabetical order based on the arbitrator's last name.

The arbitrators on the Panel shall serve from year to year (October 1 through September 30), provided that between September 1-15 of any year, either the League or the Union may discharge one or more of the arbitrators on the Panel by serving written notice on the arbitrator and the other party during such period.

Unfilled positions on the Panel caused by discharge of an arbitrator under this method, or for any other reason (i.e., resignation, death, disability) shall be filled in the same manner as for the initial selection of the Panel of Arbitrators.

Section 20.7. Hearing: The Parties intend that witnesses appear at arbitration hearings and that hearings be held in-person, in the presence of the Arbitrator. Absent mutual agreement of the Parties to a different location, if the Union elects to arbitrate the hearing will be held in Chicago, Illinois, and if the League elects to arbitrate, the hearing will be held in Cleveland, Ohio. The

record shall be closed at the end of the hearing unless the Arbitrator orders otherwise.

Section 20.8. Arbitrator's Decision and Award: The Arbitrator will endeavor to issue a written decision within thirty (30) days from the close of the record. His/her decision will constitute full, final and complete disposition of the grievance, and is binding upon the Player(s) involved and Parties to this Agreement; provided, however, that the Arbitrator has no jurisdiction or authority to add to, subtract from, or alter the provisions of this Agreement or SPC. In resolving grievances, the Arbitrator has only the authority to interpret, apply and determine compliance with any provision of this Agreement or SPC. The Arbitrator has no authority to alter or modify the contractual relationship between a Player and the League, unless expressly provided in this Agreement.

Section 20.9. Time Limits: If a grievance is not processed or resolved in accordance with the prescribed time limits at any step, unless an extension of time has been mutually agreed to, the grieving Party, after notifying the other Party of its intent in writing, may proceed to the next step.

Section 20.10. Fees and Costs: Except as otherwise set forth herein, all costs of arbitration, including fees and expenses of the Arbitrator, will be shared equally by the Parties, who shall each be responsible for their own costs and legal fees.

ARTICLE XXI WORKERS COMPENSATION

Section 21.1. Worker Compensation. Any workers' compensation claim, dispute, or cause of action arising out of Player's employment with the League shall be subject to the workers' compensation laws of the state of Player's assigned Team exclusively and not the workers' compensation laws of any other state. Any claim, filing petition or cause of action in any way relating to workers' compensation rights or workers' compensation benefits arising out of Player's employment with the League, shall be brought solely and exclusively with the respective state's courts or the body that has jurisdiction over the matter.

Any Player on Injured Reserve due to an injury that is or may be the subject of a workers' compensation claim shall be paid the lesser of such full or reduced game salary as required by the workers' compensation laws of the state of Player's assigned Team, but in no event shall the Player be paid no less than 2/3 of his game salary.

Section 21.2 Indemnification. The League shall indemnify, defend and hold the Union harmless from any claims, suits, judgments, attachments, and from any other form of liability, as a result of any lawsuit, claim or challenge by or on behalf of a Player with respect to forum shopping Section XXI. The League however shall not be required to pay for the Unions attorney fees or cost for defense with respect to forum shopping Section XXI.

ARTICLE XXII

COMPETITION GUIDELINES AND PLAYER HANDBOOK

Section 22.1. Competition Guidelines and Player Handbook Each Player shall be bound by the provisions of the Leagues 2012 Operations Manual and 2012 Rule Book (the “Competition Guidelines and Player Handbook”). Management may exercise their management rights with respect to the Operations Manual and the 2012 or future Rule Book subject to the wages, hours and working conditions in the CBA except as modified by agreement in this agreement. In the event of a conflict between these other documents and an express provision of this CBA, the express provisions of the CBA shall govern. A copy of the Competition Guidelines and Player Handbook, and all amendments thereto, shall be available at the League office for AF1 Players and the Union. Each time the League exercises its Management Right in Article V to amend the Competition Guidelines or the Player Handbook, it shall as soon as reasonably practical, distribute a copy of such amendment(s) to the Union and each Player.

Section 22.2. Agreement to Meet and Confer. AF1 and an advisory committee of 2-5 Players or Union Executives designated by the Union agree to meet (either in person or by telephone) at the end of each Season, after post-season Playoffs, to review the Competition Guidelines and Player Handbook to discuss suggested changes for the next Season. The League shall not be required to provide any financial, operational or other information or documentation in connection with such meetings, or take any action as a result thereof. The League shall not be obligated to accept suggested changes by the Union but will make an effort to hear and discuss the suggested changes.

ARTICLE XXIII

Playing and Practice Facilities

Section 23.1. The Parties agree that it is in their mutual interest that practice and game facilities, including but not limited to practice and playing surfaces, be safe and well-maintained, League and its Teams shall take reasonable efforts to utilize practice and scrimmage facilities will locker rooms equipped with showers and a training area for treatment with soap, ice, tape and water provided by the Team. Teams practicing outside shall practice on grass athletic field or at a facility with a professionally installed field turf system. Teams that practice outside shall provide a minimum of ice, tape water and a treatment area. Teams shall provide similar facilities and supplies for any scrimmage or game including showers, ice, tape and water. Teams shall provide a minimum of 45 minutes immediately before and after any Scrimmage, Practice or Game for Players to be able to dress, undress, shower and address any medical issues. If showers are not available at a practice or scrimmage facility the Team will make reasonable alternate arrangements for showering within a reasonable time.

ARTICLE XXIV

POST SEASON AWARDS

Section 24.1. Bonus. The League may pay bonuses to the Players receiving post-season awards as set forth in the SPC. The League shall have the discretion to unilaterally increase such bonuses.

Section 24.2. All League Team. After each season covered by this Agreement, the League shall have the option (in its sole discretion) to name an AFL All-League Team (the "Best 24"), and each Player named to such team may receive performance bonuses as determined by the League.

ARTICLE XXV NOTICES

Section 25.1. Language and Contact Information AF1 agrees that all written notices to Players as a group (by team or otherwise) will be written in English and/or any other language(s) deemed reasonably necessary in the sole discretion of the League Commissioner. Written disciplinary notices to Players should include contact information at AF1 concerning such written disciplinary action.

Section 25.2. Addresses

Notices to AF1:

Arena Football One, LLC
Attn: League Commissioner
_____ Chicago, IL

Notices to Union:

AFL Players Union
Attn: Executive President / Executive Director
5029 Cemetery Road
STE A
Hilliard, Oh 43026

If to the Player, notices should be transmitted to the address of the Player in his SPC, or on a form provide by AF1 to the Player that he completed, signed and returned to AF1.

ARTICLE XXVI MISCELLANEOUS

Section 26.1. Conflicts of Interest - No player shall, directly or indirectly, loan money to or become surety or guarantor for any umpire, referee, linesman or similar official employed by the League.

Section 26.2. Headings The headings, including all Article, Section and subsection numbers in this CBA are solely for the convenience of the parties, and shall not be deemed part of, or considered in construing or interpreting, this CBA.

Section 26.3. Time Periods Unless expressly stated to the contrary, the specification of any time period in this CBA shall not include any non-business days within such period, except that any deadline falling on a Saturday, Sunday or federal (U.S.) holiday shall be deemed to fall on the following business day.

Section 26.4. Exhibits No attached Exhibit is an integral part of this CBA unless specifically designated as such.

Section 26.5. Interpretation The parties have agreed that the provisions of this CBA shall be construed without regard to which party drafted a particular provision.

Section 26.6. SPC, League Rules, Operation Manuals Any League SPC's, League rules, Operating Manuals or other documents in existence prior to the effective date of the CBA and moving forward shall conform and comply with the CBA and in the event of any conflicts the CBA shall govern.

Section 26.7. Integration This CBA, together with any exhibits, constitutes the entire understanding between the Parties, and all understandings, conversations and communications, proposals and counter proposals, oral and written (including any draft of this Agreement) between the AFL and Union, or on behalf of them, are merged into and superseded by this Contract and shall be of no force or effect, except as expressly provided herein. No understanding contained in this Agreement shall be modified, altered or amended, except as by a writing signed by the Party against whom enforcement is sought. In the event of any conflict between this Agreement and the SPC, this Agreement shall control.

26.8. (i) Gender: Any reference in this CBA to one gender automatically includes the other gender.

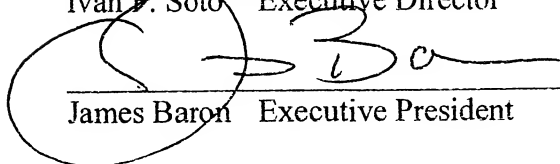
ARTICLE XXVII GROUP LICENSING

27.1. Licensing Royalties. The Union is entitled to receive ten-percent (10%) royalty of wholesale personalized merchandise which utilizes Player names, images, or likenesses sold by AFL Licensed Merchandise vendors. The Union will only enter into agreements with AFL Licensed Merchandise vendors in accordance with this Section and will monitor and collect applicable royalties from all such AFL Licensed Merchandise vendors. Any such agreement must include the payment to the League of the League's royalty. The League will make available those portions of all licensee quarterly reports of AFL Licensed Merchandise sales relating to the sales subject to such ten percent (10%) royalty.

Arena Football League Players Union



Ivan F. Soto Executive Director



James Baron Executive President

Arena Football League



Jerry B. Kurz Commissioner
